

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Parking Companies/Operators Pursuant To Request For Proposals (RFP) No. 18-03/04 For The Selection Of A Parking Company/Operator To Supply Parking Cashiers Attendants And Supervisors; Authorizing The Administration To Enter Into Negotiations, And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon The Completion Of Successful Negotiations By The Administration.

**Issue:**

Shall the City Commission adopt the resolution?

**Item Summary/Recommendation:**

The Mayor and City Commission at its January 14, 2004 meeting adopted Resolution No. 2004-25452 which authorized the issuance of a Request for Proposal (RFP) for parking cashiers, attendants, and supervisors for the City of Miami Beach Parking Department.

On February 6, 2004, RFP No. 18/03-04 was issued and notices sent to 26 individuals or firms, which resulted in the receipt of five qualifications packages from the following firms: 1) Standard Parking Inc.; 2) Central Parking Systems; 3) AAA Parking; 4) Imperial Parking; and 5) Quik Park.

On August 6, 2004, proposals submitted by Imperial Parking, Quik Park and AAA Parking in response to RFP No. 18-03/04 were deemed non-responsive after review by the Parking Department, the City Attorney's Office and the Procurement Division. The three proposals failed to conform to the Minimum Requirements/Qualifications as set forth in Section IIIB.A. of the RFP.

Quik Park filed a protest which argued that Standard Parking's proposal should be disqualified for violating the Vendor Campaign Contribution Ordinance and failing to complete the required documentation as a joint venture proposal. Quik Park's protest was denied after thorough research by the City Attorney's Office and the Miami-Dade County Ethics Commission.

On May 10, 2004, the City Manager via Letter to Commission No. 114-2004 appointed an Evaluation Committee (the "Committee"). The Committee unanimously ranked Standard Parking as the most qualified firm to provide parking cashiers, attendants and supervisors.

**APPROVE THE RECOMMENDATION.****Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:	Amount		Account	Approved
	1	\$1,694,802	480-0463-000-312	
	2	\$333,051	142-6976-000-312	
	3	\$280,525	463-1990-000-312	
	4			
	Total	\$2,308,378		

**City Clerk's Office Legislative Tracking:**

Saul Frances, ext. 6483.

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
SF _____	CMC <i>[Signature]</i>	JMG <i>[Signature]</i>

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AGENDA ITEM R7I  
DATE 12-8-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** December 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PARKING COMPANIES/OPERATORS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 18-03/04 FOR THE SELECTION OF A PARKING COMPANY/OPERATOR TO SUPPLY PARKING CASHIERS ATTENDANTS AND SUPERVISORS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF STANDARD PARKING INC., AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF CENTRAL PARKING SYSTEM; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

### ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

### AMOUNT AND FUNDING

\$2,308,378 Funds are available in the following Parking Department accounts:

Parking Enterprise Fund	480-0463-000-312
7th Street Garage	142-6976-000-312
Anchor Garage (RDA)	463-1990-000-312

### LIVING WAGE IMPACT

The fiscal impact of the Living Wage Ordinance requirements on this project is \$603,494. The City currently pays \$1,704,884 annually for parking cashiers, attendants and supervisors. As a direct result of the living wage requirements, the cost under the new contract may (subject to negotiations) equate to \$2,308,378 annually. Attached is a cost comparison between the current contract with APCOA/Standard (living wage is not applicable) with the recommended firm's (Standard Parking) billing rates.

## **ANALYSIS**

The Mayor and City Commission at its January 14, 2004 meeting adopted Resolution No. 2004-25452 which authorized the issuance of a Request for Proposal (RFP) for parking cashiers, attendants, and supervisors for the City of Miami Beach Parking Department.

The Parking Department (the "Department") has collaborated with private industry and through a partial privatization of services accomplished a "partnership approach" to managing its parking facilities. The Department has been very successful using the concept of private sector expertise with public sector oversight. The Department has a management team in place consisting of an Assistant Director (Project Manager), an Operations Manager, and five facility supervisors, all of who are employed by the City.

As a "partnership", the Department has competitively bid for contract services including, cashiers/attendants/supervisors, security services, janitorial services, and landscaping services. To this end, the existing labor pool contract for cashiers, attendants, and supervisors with APCOA/Standard and VIP's Parking Systems is in its final term, expiring on August 4, 2004, with no options for renewal. This necessitates a competitive bidding process vis-à-vis the issuance of an RFP in order to procure this service.

## **RFP PROCESS**

On February 6, 2004, RFP No. 18/03-04 was issued and notices sent to 26 individuals or firms, which resulted in the receipt of five qualifications packages from the following firms:

- 1) Standard Parking Inc.
- 2) Central Parking Systems
- 3) AAA Parking
- 4) Imperial Parking
- 5) Quik Park

## **IMPERIAL PARKING'S DISQUALIFICATION**

On August 6, 2004 proposals submitted by Imperial Parking, Quik Park and AAA Parking in response to RFP No. 18-03/04 were deemed non-responsive after review by the Parking Department, the City Attorney's Office and the Procurement Division. The three proposals failed to conform to the Minimum Requirements/Qualifications as set forth in Section IIIB.A. on page 19 of the RFP, which states:

*The Firm(s) shall have a record of satisfactory performance within the State of Florida in the past three consecutive years providing hourly trained personnel with experience in gated parking revenue control equipment, preferably Federal APD equipment, to a public agency and/or private concern of comparable size and magnitude to the City of Miami Beach.*

As it relates to Imperial Parking, none of their State of Florida references were of comparable size and magnitude to the City of Miami Beach.

1060 Brickel Avenue -- 106 stalls  
Derm Lot -- 120 stalls  
Kapustin Lot -- 87 stalls

### **QUIK PARK'S DISQUALIFICATION**

As it relates to Quik Park, none of their State of Florida references were of comparable size and magnitude to the City of Miami Beach. On page 4 of Quik Park response, the following references are listed, none of them meeting the minimum required qualifications set by the City:

- The Royal Palm Hotel: Valet Operation and 95 spaces
- Westin Diplomat Hotel: Valet Operation, 2,000 spaces self park, 1,000 valet, and started Nov 2001
- Ocean Steps: Small parking garage at 1501 Collins Ave, 206 spaces.
- Sagamore Hotel: Valet Operation
- Opium Garage: Small self park lot across from Opium. No Garage, 50 space lot
- Tuscan Garage: 167 spaces No public parking permitted.

None of the aforementioned references meet the minimum requirements of three consecutive years providing hourly trained personnel with experience in gated parking revenue control equipment, preferably Federal APD equipment to a public agency and or private concern of comparable size and magnitude to the City of Miami Beach.

All of the other references are commercial garages and lots that may have at best three attendants and possibly one supervisor overseeing multiple daytime (business district) operations that are not in any way similar/comparable to our RFP requirements.

### **AAA PARKING'S DISQUALIFICATION**

As it relates to AAA Parking none of their State of Florida references were within the past three consecutive years of providing hourly trained personnel with experience in gated parking revenue control equipment. The only comparable size reference, Centroplex Facilities, Orlando, Florida, reflects a start date which the City confirmed, of August 1, 2003. The Florida reference Centroplex had a start date of August 2003 thereby making them non-responsive under the minimum three years of continued operation.

## **QUIK PARK'S PROTEST REGARDING STANDARD PARKING**

In filing its Protest, Quik Park:

- Alleged non-responsiveness of Standard Parking Corporation's (Standard) proposal in response to the subject RFP; and
- Alleged violation of City of Miami Beach Code Section 2-487 entitled "Prohibited Campaign Contributions by Vendors".

Herein below follows the City's findings and conclusions on the issues presented based upon the facts and information made available to the City Attorney's Office.

### **I. Alleged Non-responsiveness of Standard's proposal in response to the subject RFP.**

Quik Park's Bid Protest alleges that the proposal submittal by Standard in response to the RFP (the "Standard Proposal") is non-responsive based on the following:

- The RFP requires proposers to complete and execute a Questionnaire (see pages 29 through 32 of the RFP). Said Questionnaire requires proposers to identify the proposer's name, and whether the proposer is an individual, partnership or corporation. Quik Park alleges that, as the Standard Proposal identifies the proposer as Standard Parking Corporation (and not as a joint venture between Standard Parking and Frank Pintado), the Proposal is "... materially non-responsive on its face...
- Quik Park further alleges that the Standard Proposal is also materially deficient in that it fails to procure the signature of Frank Pintado at the end of the Questionnaire.

The City's review of the Standard Proposal, and the supporting documentation submitted with the Proposal, indicates that the proposer entity is Standard Parking Corporation. This is evidenced by the following:

- Standard's execution, through its Regional Manager-State of Florida Operations, of the Proposer Information form.
- Standard is identified as the proposer in the Declaration form, which is also executed by the Regional Manager.
- Standard is identified as the proposer in the Questionnaire; said Questionnaire is executed by the Executive Vice President of Standard, and attested to by an Assistant Corporate Secretary.
- All references to the "proposer" by Standard in the text of its Proposal refer to and/or directly name Standard Parking Corporation.

The Standard Proposal discloses and identifies Frank Pintado as a "joint venture". Mr. Pintado is also disclosed and identified as a member of Standard's Management Team.

The issue of non-responsiveness turns on whether the relationship between Standard and Mr. Pintado, as disclosed in the Standard Proposal, evidences such an interest in the work product as would require Mr. Pintado to join with Standard in submitting the response, and whether the failure of such join makes the Standard Proposal non-responsive.

### **CITY ATTORNEY'S OFFICE REVIEW**

The City Attorney's Office investigation of the facts alleged in Quik Park's Bid Protest consisted of review of the RFP; review of the Standard Proposal; interview of Mr. Pintado; communication with Mr. Pintado's legal counsel; and review of the portions of an instrument, the "Joint Venture Agreement" between Apcoa/Standard Parking, Inc. and VIP's Parking Systems, Inc. (the Joint Venture Agreement, referred to in the following paragraphs), as provided to the City by Mr. Pintado's counsel.

A review of those portions of the Joint Venture Agreement provided to the City Attorney's Office showed Standard Parking Corporation (as successor in interest to Apcoa/Standard Parking, Inc.) and VIP's Parking Systems, Inc., (a corporation which is 50% owned by Frank Pintado and 50% owned by Maria Pintado), are parties to an agreement to form a joint venture, dated June 6, 2000 (the "Joint Venture Agreement").

The Joint Venture Agreement was ostensibly entered into to perform services pursuant to the award of the proposal submitted jointly by Apcoa/Standard-VIP's Parking Systems, pursuant to Request for Proposals No. 62-98/99, dated May 13, 1999. The award was for a two (2) year contract (with an option for three (3) additional one (1) year terms) to supply parking cashiers/attendants and supervisors for the City of Miami Beach parking system (the 1999 RFP).

Paragraph 2 of the Joint Venture Agreement states that, in addition to the 1999 contract between the City and Apcoa/Standard-VIP's Parking Systems, as the number one ranked proposer pursuant to the 1999 RFP, any future project in which the joint venture is a participant shall be entered into in the name of the joint venture, which is set forth in Paragraph 2 therein as the "Apcoa/Standard Parking/VIP Joint Venture."

In the instant case, the pre-existence of a separate "joint venture agreement" between Apcoa/Standard Parking and VIP's Parking Systems does not, in and of itself, determine the question of whether Standard's Proposal to the City should be considered a submittal by a joint venture, and not a submittal solely by Standard Parking Corporation.

In *Kislak v. Kreedian*, 95 So.2d 510, 515 (Fla. 1957), the Florida Supreme Court set forth the necessary elements to be proven in order to establish the existence of a joint venture agreement.

In addition to the essentials of an ordinary contract, in contracts creating joint ventures there must be (1) a community of interest in the performance of the common purpose, (2) joint control or right of control, (3) a joint proprietary interest in the subject matter, (4) a right to share in the profits and (5) a duty to share in any losses which may be sustained.

See also, *Browning v. Peyton*, 918 F.2d 1516 (11<sup>th</sup> Cir. 1990).

For purposes of determining whether the Standard Proposal is responsive and materially complies with the requirements of the 2004 RFP, this Office reviewed the Joint Venture Agreement to determine whether there was anything on its face or in any other factual evidence that would indicate that the proposer entity was or should be construed to include any entity other than Standard.

The plain language on the face of the Standard Proposal evidences that the proposer entity is Standard Parking Corporation, not the same entity as the one named in the Joint Venture Agreement (Apcoa/Standard Parking/VIP Joint Venture). The Standard Proposal is distinguishable from the response submitted pursuant to the 1999 RFP, where the proposer entity was identified as Apcoa/Standard-VIP's Parking Systems; the response and supporting documentation was

submitted by Apcoa/Standard-VIP's Parking Systems; and the subsequent contract with the City was entered into with Apcoa/Standard-VIP's Parking Systems.

Additionally, Section 21 of the Joint Venture Agreement provides for a "first refusal" right and procedure for the exercise of that right. The net effect is that either party upon notification of a parking contract and its terms will have seventy two (72) hours to notify the other party in writing of its willingness to go forward with the contract under the terms of the Joint Venture Agreement. There is no evidence that VIP/ Mr. Pintado opted to participate as a joint venture in the subject transaction contemplated by the 2004 RFP.

The documentation reviewed by this office, taken as a whole (i.e. the Joint Venture Agreement, the Proposal and their respective attachments) do not create a presumption that the proposer, the one responsible to the City, was any entity but Standard.

The City can only review evidence available to it and it has no subpoena power in the instant situation. It cannot substitute its own judgment as to the intent of the parties in an agreement to which the City is not a party to and which is outside the scope of the RFP. It is this Office's opinion that, notwithstanding the disclosure of Mr. Pintado's services as a "joint venture partner and management team member", Mr. Pintado is not a proposer under the 2004 RFP and was not required to join in the response to said RFP.

## **II. Alleged Violation of City's Ordinance Prohibiting Campaign Contributions by Vendors.**

As established above, inasmuch as Mr. Pintado is not a "proposer" for purposes of the subject pending bid award, he is therefore similarly not a City "vendor" regarding the subject award. The only relevant inquiry is with regards to Mr. Pintado's existing contract with the City of Miami Beach (the 1999 contract).

City Code Section 2-487 prohibits "Vendors" from directly or indirectly giving campaign contributions to a candidate for the offices of Mayor or Commissioner. The term "Vendor" is defined as: "a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid for goods, equipment or services, or has been approved by the City on a present or pending awards of goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order". The term "Vendor" further includes "...natural persons and/or entities who hold a controlling financial interest in a vendor entity." Miami Beach City Code Section 2-487 A(4)(a). The ordinance further states that a "...person or entity who directly or indirectly makes a contribution to a candidate who is elected to the office of the Mayor or Commissioner shall be disqualified for a period of twelve (12) months following the swearing in of the subject elected official from serving as a vendor with the City." Code Section 2-487 A(3). The Protest alleges that vendor Frank Pintado, as a joint proposer with Standard Parking, made a contribution to a candidate who was elected at last November 2003's General Election in the City of Miami Beach, thus disqualifying both Mr. Pintado and Standard Parking from serving as a vendor with the City in connection with the pending bid award.

The Protest further alleges that Mr. Pintado made the following contributions to candidates during last November's election:

- 1) Construction of campaign signs;
- 2) Organization of campaign workers;
- 3) Going to low cost housing facilities and soliciting votes;
- 4) Sending e-mails for the purpose of soliciting campaign contributions;
- 5) The storage of political literature and other campaign materials at 1674 Meridian Avenue, Suite 106, Miami Beach, Florida, which address is alleged to be the current offices of Standard Parking and VIP Parking Systems; and
- 6) Arranging for transportation to bring voters to the poll and using Standard employees as drivers.

All allegations have been denied by Mr. Pintado, with his further qualification that "campaign activities, if any, performed by Mr. Pintado as a volunteer for no compensation, would not be a violation of the City's Code."

In adopting Code Section 2-487, the City Commission adopted the definition of "contribution" as contained in Chapter 106, Florida Statutes. Pursuant to Section 106.011(3), Florida Statutes, the meaning of "contribution", "...shall not be construed to include services ....provided without compensation by individuals volunteering a portion or all of their time on behalf of a candidate..."

Accordingly, in as much as voluntary services are exempt from the Code's prohibition, even if Mr. Pintado had performed services 1 – 4 listed in the Protest, as a volunteer and without contributing money or other things of value, they would not, as a matter of law, amount to a City Code violation.

As for the remaining allegations of non service-related contributions (providing poll drivers and storage of campaign material), inasmuch as said contributions would have a monetary value to the candidate, if the allegations are proven, a violation of the City's ordinance might have occurred. The factual disputes regarding these issues are the subject of Mr. Pintado's request for investigation by the County Ethics Commission.



**MIAMI DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST**

On October 6, 2004, the Miami-Dade County Commission on Ethics and Public Trust (The Ethics Commission “) closed out the investigation into whether or not Mr. Frank Pintado violated Section 2-487 of the City’s Code regarding prohibited campaign contributions by vendors.

The Ethics Commission concluded that there is not enough evidence to demonstrate that Mr. Pintado violated the code by making payments or contributions in kind during the 2003 campaigns of candidates that were elected to the Office Commission.

On May 10, 2004, the City Manager via Letter to Commission No. 114-2004 appointed an Evaluation Committee (the “Committee”), consisting of the following individuals:

Chester Escobar, Assistant Parking Director/ On-Street Parking  
Arthur Noriega, Executive Director/ Miami Parking Authority  
Jerry Libbin, North Beach Resident  
Diana Egozi, AYUDA  
Eva Barreto, Ocean Bank  
Scott Needleman, South Beach Resident  
Steve Clark, SMG Operation Manager  
Ray Breslin, Resident/Neighborhood Leadership Academy Graduate  
Marlo Courtney, Transportation and Parking Committee

Ray Breslin and Marlo Courtney were unable to serve on the Committee, due to prior commitment.

The Committee convened on November 3, 2004 and was provided with an overview of the project, information relative to the City’s Cone of Silence Ordinance, and the Government in the Sunshine Law. The Committee then listened to project overview by Saul Frances, Parking Director and Evaluation Criteria by Gus Lopez, Procurement Director. After evaluation the proposals, the Committee engaged in deliberations of the given proposals.

The Committee was instructed to rank and score each proposal pursuant to the evaluation criteria established in the RFP, which was as follows (total possible 100%):

<b><u>Evaluation Criteria/Factors:</u></b>	<b><u>Weight</u></b>
Professional experience and past performance:	25%
Hourly Billing Rate (Unit Cost)	25%:
Approach to the project and staffing strategies:	20%
Financial Stability:	15%
Personnel resources, oversight, and management plan:	15%
<b>Total:</b>	<b>100%</b>

The Committee then scored and ranked the firms as follows:

COMMITTEE MEMBER	STANDARD PARKING SCORE	CENTRAL PARKING SYSTEM SCORE
BARRETO, EVA	99(1)	84(2)
CLARK, STEVE	99(1)	94(2)
EGOZI, DIANA	100(1)	70(2)
ESCOBAR, CHESTER	100(1)	90(2)
LIBBIN, JERRY	95(1)	85(2)
NEEDELMAN, SCOTT	96(1)	70(2)
NORIEGA, ART	97(1)	87(2)

The Committee unanimously ranked Standard Parking as the most qualified firm to provide parking cashiers, attendants and supervisors.

The cost comparison of Standard's and Central Parking's follows on the next page:

	<u>CENTRAL PARKING</u> Hourly Rate	x	Number of Hours	Total
CASHIERS/ ATTENDANTS	\$13.95	*	119549.25	\$1,667,712.04
SUPERVISORS	\$18.20	*	42141.5	\$766,975.30
			<b>Grand Total</b>	<b>\$2,434,687.34</b>

	<u>STANDARD PARKING</u> Hourly Rate	x	Number of Hours	Total
CASHIERS/ ATTENDANTS	\$14.43	*	119549.25	\$1,725,095.68
SUPERVISORS	\$15.62	*	42141.5	\$658,250.23
			<b>Grand Total</b>	<b>\$2,383,345.91</b>

Standard Parking will provide the following services pursuant to the RFP and any subsequent contract:

1. To provide trained and uniformed parking cashiers, attendants, and supervisors at each of the designated parking facilities, Monday through Sunday, including holidays and during Special Events. The parking facilities are located at:
  - A. 7th Street & Collins Avenue Garage (24 hours per day)
  - B. 17th Street Garage (24 hours per day)
  - C. 13th Street Garage (24 hours per day)
  - D. 42nd Street Garage (12 hours per day)
  - E. 12th Street & Drexel Garage (24 hours per day)
  - F. 17th Street & Washington Ave Surface Parking Lots (16 hours per day)

- G. Preferred Parking Surface Lot (Convention Center Lot/180 days per year).
- H. Anchor Garage (16<sup>th</sup> Street and Collins Avenue/24 Hours per day).
- I. Municipal surface parking lots during special events and/or seasonally.

2. The parking cashiers, attendants, and supervisors must:

- A. Maintain a neat, well-groomed appearance at all times.
- B. Collect parking fees, validate tickets, and perform related duties.
- C. Provide financial and ticket reports at the conclusion of each shift to the satisfaction of the City.
- D. Submit monies representative of the shift's activity to the shift/facility supervisor, and assist in the recordation and deposit of the daily shift cash receipts.
- E. Maintain a clean work area including the adjacent booth area and access control equipment. Each shift shall be responsible to maintain the fee computer as to cleanliness, dust and appropriate use.
- F. Provide directions and general information to the public.
- G. Maintain a friendly, courteous and service-oriented attitude at all times.
- H. Consistently demonstrate the ability to communicate effectively in the English language with the general public, supervisors, and City management.
- I. Perform all other related duties as assigned by the City.
- J. All cashiers, attendants, and supervisors shall be qualified to complete all required cash and ticket reports. Such qualification shall be to ensure the accurate and complete recordation of such reports. Ability to add, subtract, multiply, and divide in a consistent and accurate manner is essential.
- K. All cashiers, attendants, and supervisors must be trained in CPR and emergency procedures.
- L. All cashiers, attendants, and supervisor are required to know City parking policies pertinent to:
  - 1. Monthly Parking Program
  - 2. City Decals and Permit Parkers
  - 3. Special Event Parking
  - 4. Parking Meter Smart Card Program
  - 5. Hotel Hang-Tag Program; and
  - 6. All programs implemented by the City
- M. All cashiers, attendants, and supervisors must be familiar with the location, hours of operation, and rates of all City parking facilities.
- N. All cashier, attendants, and supervisors shall be trained in operating Federal APD revenue control equipment.

3. The Firm shall provide and require its employees to wear a uniform:  
Sport/polo shirt or collared shirt (no t-shirts), dark pants, shorts or skirt. The Firm's employees will be issued official City of Miami Beach photo identifications and these shall be required to be worn daily as part of the employee's official uniform. The Firm must include its name on the badge or uniform. The City reserves the right for final approval of the uniform selected by the Firm.
4. The Firm shall provide a full-time on-site Project Manager with experience handling the type of services requested by the City who will have full authority to act on behalf of the Firm. The Firm will also provide one (1) trained working supervisor per location as requested on each shift. The responsibilities of the supervisors will be:
  - a. Attendance verification: Verify at the beginning of each shift that all booths are staffed. If personnel are absent or call in sick, it is the responsibility of the supervisor to replace the parking cashier immediately. The supervisor shall issue a bank for each cashier/attendant per shift.
  - b. Scheduling of shift locations and replacements for daily and weekly schedule and scheduling for vacations and emergencies.
  - c. The shift supervisors shall be an employee of the Firm and shall serve as the City contact for any problems or questions during each shift.
  - d. Provide required assistance to parking cashiers and attendants during shift closeout procedures. Prepare all deposits for shift cash receipts as required by the City.
  - e. Perform the duties of a parking cashier and/or attendant.
  - f. Perform related duties as requested by City staff.
5. The Firm shall schedule monthly performance meetings with City management to review performance issues.
6. The Firm shall notify the City of a 24 hour contact via telephone and/or pager. A minimum of two contact names must remain on file with the City at all times.
7. The Firm shall respond to any complaint received from the general public or the City of Miami Beach, in writing, within 24 hours of receipt of complaint.
8. All training of new personnel will be the responsibility of the Firm. The Firm will provide written rules of conduct for its personnel. All rules of conduct for the Firm must be approved by the City's Parking Director.
9. The Firm must provide a Facilities Operation Manual to each employee and a permanent manual containing standard operating procedures shall be stored in each cashier booth and central facility office.
10. All employees of the Firm shall be bonded and insured. Smoking and/or eating on the job or in a parking facility is strictly prohibited.
11. The Firm must supply a \$100.00 bank for each shift at each facility. The \$100.00 bank shall consist of sufficient variety of currency and/or coin to properly provide change. The City reserves the right to alter the composition of the \$100 bank; however, typically, eighty one-dollar bills and two rolls of quarters will be required.
12. The Firm shall maintain a trained and courteous workforce.
13. The Firm shall ensure that each cashier booth and facility office is equipped with the following:

**Commission Memo**

**RFP 18-03/04 – The Selection of a Parking Company/Operator to Supply Parking Cashiers, Attendants and Supervisors**

**December 8, 2004**

**Page 12 of 12**

- A. City of Miami Beach Parking Guide
- B. Chamber of Commerce Visitor Guide
- C. CMB ELECTROWAVE Guide
- D. Any other materials provided by the City.

14. The firm shall be responsible for any cash shortages or missing tickets. Missing tickets shall be calculated at the maximum daily parking rate. All shortages shall be delivered to the City of Miami Beach Parking Department c/o the Finance Manager within 72 hours of notice of the shortage by the City to the Firm.
15. The Firm shall provide continuous and on-going procedural and equipment training to its employees assigned to the City of Miami Beach. The Firm shall provide a roster of all trained employees to the City. Employees receiving training at the City's parking facilities must be scheduled to work at City parking facilities, at a minimum of fifty percent (50%) of their total weekly hours. Under no circumstances is the Firm to train employees at City parking facilities and relocate the employee to another contract or client for any period of time without the expressed written consent of the City.
16. The Firm shall provide sufficient vehicles, as determined by the City, for their employees to ensure the effective and efficient transport of cashiers, attendants, and supervisors to assigned locations throughout all shifts.
17. The Firm shall perform a background check, firm/type of background check to be approved by the City, on all of its employees, including psychological and/or aptitude examinations as part of their employment process. The employee must agree to submit to the successful completion of these screening processes as a condition of their employment within the first thirty (30) days of said employment. The Firm may also be required to conduct other screening and/or investigative measures, at the request of the City.

**CONCLUSION**

The Administration recommends that the Mayor and City Commission approve the attached resolution, which recommends the acceptance of the ranking of the parking companies/operators pursuant to Request for Proposals (RFP) No. 18-03/04 for the selection of a parking company/operator to supply parking cashiers attendants and supervisors; authorizing the administration to enter into negotiations with the top-ranked firm of Standard Parking Inc., and should the Administration not be able to negotiate an agreement with the top-ranked firm, authorizing the administration to negotiate with the second-ranked firm of Central Parking System; and further authorizing the Mayor and City Clerk to execute an agreement upon the completion of successful negotiations by the administration.

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CITY OF MIAMI BEACH PARKING DEPT. ATTENDANT HOURS COMPARISON PREVIOUS CONTRACT VS NEW CONTRACT					11/23/2004 INCREASE \$ YEAR
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<b>7TH STREET GARAGE</b>					
<b>SUPERVISOR</b>					
24 HRS X 7 DAYS X 52 WKS	8736	12.02	\$105,007	15.62	\$136,456
<b>TOTAL</b>	<b>8,736</b>		<b>\$105,007</b>		<b>\$136,456</b>
<b>ATTENDANTS</b>					
ATTENDANT- 24HRS X 7 DAYS X 52 WKS	8736	10.45	\$91,291	14.43	\$126,060
ATTENDANT - 8 HRS X 4 DAYS X 52 WKS (THURS, FRI, SAT, SUN, 2P-10P)	1664	10.45	\$17,389	14.43	\$24,012
ATTENDANT - 8 HRS X 4 DAYS X 52 WKS (THURS, FRI, SAT, SUN, 10P-6A)	1664	10.45	\$17,389	14.43	\$24,012
ATTENDANT - 10 HRS X 3 DAYS X 52 WKS ( MON, TUE, WED, 12P-10P)	1560	10.45	\$16,302	14.43	\$22,511
<b>TOTAL</b>	<b>13,624</b>		<b>\$142,371</b>		<b>\$196,594</b>
<b>GRAND TOTAL</b>	<b>22,360</b>		<b>\$247,378</b>		<b>\$333,051</b>

<b>16TH STREET GARAGE</b>					
<b>SUPERVISOR</b>					
24 HRS X 7 DAYS X 52 WKS	8736	12.02	\$105,007	15.62	\$136,456
<b>TOTAL</b>	<b>8,736</b>		<b>\$105,007</b>		<b>\$136,456</b>
<b>ATTENDANTS</b>					
ATTENDANT- 24HRS X 7 DAYS X 52 WKS	8736	10.45	\$91,291	14.43	\$126,060
ATTENDANT - 8 HRS X 3 DAYS X 52 WKS (THURS, FRI, SAT, SUN, 7P-3:30P)	1248	10.45	\$13,042	14.43	\$18,009
<b>TOTAL</b>	<b>9,984</b>		<b>\$104,333</b>		<b>\$144,069</b>
<b>GRAND TOTAL</b>	<b>18,720</b>		<b>209,340</b>		<b>280,525</b>
<b>GRAND TOTAL COMPARISON - ALL LOCATIONS</b>	<b>156,106</b>		<b>1,704,884</b>		<b>2,308,378</b>
					<b>603,494</b>

CITY OF MIAMI BEACH PARKING DEPT. ATTENDANT HOURS COMPARISON PREVIOUS CONTRACT VS NEW CONTRACT					11/23/2004 INCREASE \$ YEAR
PROJECT MANAGER & BOOKKEEPERS					NEW CONTRACT \$ YEAR
8 HRS X 5 DAYS X 52 WKS	2080	12.02	\$25,002	15.62	\$32,490
3 BOOKKEEPERS X 8 HRS X 5 DAYS X 52 WKS	6240	12.02	\$75,005	15.62	\$97,469
<b>TOTAL</b>	<b>8,320</b>		<b>\$100,006</b>		<b>\$129,958</b>
<b>2G - 17TH STREET GARAGE</b>					
ATTENDANT- 24HRS X 7 DAYS X 52 WKS	8736	10.45	\$91,291	14.43	\$126,060
SUPERVISOR- 24HRS X 7 DAYS X 52 WKS	8736	12.02	\$105,007	15.62	\$136,456
ATTENDANT - 12P-8P - 8 HRS X 7 DAYS X 52WKS	2912	10.45	\$30,430	14.43	\$42,020
ATTENDANT - 11A-7P - 8 HRS X 7 DAYS X 52WKS	2912	10.45	\$30,430	14.43	\$42,020
ATTENDANT - 11A-7P - 8 HRS X 5 DAYS X 52WKS	2080	10.45	\$21,736	14.43	\$30,014
1 EXIT ATTENDANT - 10A-6P X 7 DAYS X 52WKS	2912	10.45	\$30,430	14.43	\$42,020
1 EXIT ATTENDANT - 6P-12A X 7 DAYS X 52WKS	2184	10.45	\$22,823	14.43	\$31,515
<b>TOTAL</b>	<b>30,472</b>		<b>\$332,148</b>		<b>\$450,107</b>
<b>5A EAST - 17TH STREET LOT</b>					
ATTENDANT - MON -FRI - 6:30A-12MID - 17.5HRS X 5 DAYS X 52 WKS	4550	10.45	\$47,548	14.43	\$65,657
ATTENDANT - SAT & SUN - 8A-3A - 19HRS X 2 X 52 WKS	1976	10.45	\$20,649	14.43	\$28,514
2 ATTENDANTS - FRI & SAT - 6P - 3A - 9 HRS X 2 X 52 WKS	1872	10.45	\$19,562	14.43	\$27,013
TRAFFIC ATTENDANT - FRI, SAT & SUN - 6P-3A X 52 WKS	1404	10.45	\$14,672	14.43	\$20,260
ATTENDANT - MON-FRI - 3P-7P-4HRS X 5 DAYS X 52 WKS	1040	10.45	\$10,868	14.43	\$15,007
<b>TOTAL</b>	<b>10,842</b>		<b>\$113,299</b>		<b>\$156,450</b>
<b>5A WEST - 17TH STREET LOT</b>					
ATTENDANT - MON -FRI - 6:30A-12MID - 17.5HRS X 5 DAYS X 52 WKS	4550	10.45	\$47,548	14.43	\$65,657
ATTENDANT - SAT & SUN - 8A-3A - 19HRS X 2 X 52 WKS	1976	10.45	\$20,649	14.43	\$28,514
2 ATTENDANTS - FRI & SAT - 6P - 3A - 9 HRS X 2 X 52 WKS	1872	10.45	\$19,562	14.43	\$27,013
TRAFFIC ATTENDANT - FRI, SAT & SUN - 6P-3A X 52 WKS	1404	10.45	\$14,672	14.43	\$20,260
ATTENDANT - MON-FRI - 3P-7P-4HRS X 5 DAYS X 52 WKS	1040	10.45	\$10,868	14.43	\$15,007
<b>TOTAL</b>	<b>10,842</b>		<b>\$113,299</b>		<b>\$156,450</b>
<b>17A - 13TH STREET GARAGE</b>					
ATTENDANT-24HRS X 7 DAYS X 52 WKS	8736	10.45	\$91,291	14.43	\$126,060
SUPERVISOR - 24HRS X 7 DAYS X 52 WKS	8736	12.02	\$105,007	15.62	\$136,456
<b>TOTAL</b>	<b>17,472</b>		<b>\$196,298</b>		<b>\$262,517</b>
<b>17X LOT - 13TH STREET &amp; COLLINS AVENUE</b>					
2 ATTENDANTS - FRIDAY - 6P -3A - 9HRS X 52 WKS	936	10.45	\$9,781	14.43	\$13,506
ATTENDANT - SATURDAY - 8A - 3A - 19 HRS X 52 WKS	988	10.45	\$10,325	14.43	\$14,257
ATTENDANT - SATURDAY - 6P - 3A - 9 HRS X 52 WKS	468	10.45	\$4,891	14.43	\$6,753
ATTENDANT - SUNDAY - 8A - 4P - 8 HRS X 52 WKS	416	10.45	\$4,347	14.43	\$6,003
<b>TOTAL</b>					<b>\$66,219</b>

CITY OF MIAMI BEACH PARKING DEPT. ATTENDANT HOURS COMPARISON PREVIOUS CONTRACT VS NEW CONTRACT					11/23/2004 INCREASE \$ YEAR	
TOTAL	TOTAL HOURS	CURRENT HOURLY RATE	TOTAL CURRENT \$ YEAR	NEW HOURLY RATE	NEW CONTRACT \$ YEAR	\$ YEAR
2A - 12TH STREET GARAGE	2,808		\$29,344		\$40,519	\$11,176
ATTENDANT - 24HRS X 7DAYS X 52 WKS	8736	10.45	\$91,291	14.43	\$126,060	
ATTENDANT - THURS - SAT - 9P-4A - 7HRS X 3 DAYS X 52 WKS	1092	10.45	\$11,411	14.43	\$15,758	
ATTENDANT - SAT - SUN - 12P - 6P - 6 HRS X 2 DAYS X 52 WKS	624	10.45	\$6,521	14.43	\$9,004	
TOTAL	10,452		\$109,223		\$150,822	\$41,599
42ND STREET GARAGE						
ATTENDANT- 12.5 HRS X 5 DAYS X 52 WKS	3250	10.45	\$33,963	14.43	\$46,898	
TOTAL	3,250		\$33,963		\$46,898	\$12,935
11X LOT - COLLINS & 11TH STREET ( LIFEGUARD LOT )						
ATTENDANT- FRI & SAT - 6P-12A - 6 HRS X 2 DAYS X 52 WKS	624	10.45	\$6,521	14.43	\$9,004	
TOTAL	624		\$6,521		\$9,004	\$2,484
19X & 19B LOTS - 46TH AND 53RD STREET & COLLINS AVENUE						
2 ATTENDANTS - SATURDAY - 8A - 6P - 10 HRS X 26 DAYS (MAY-SEPT)	520	10.45	\$5,434	14.43	\$7,504	
2 ATTENDANTS - SUNDAY - 8A - 6P - 10 HRS X 26 DAYS ( MAY-SEPT)	520	10.45	\$5,434	14.43	\$7,504	
TOTAL	1,040		\$10,868		\$15,007	\$4,139
PREFERRED LOT - CONVENTION CENTER						
3 ATTENDANTS - 7A-5P - 10HRS X 180 EVENT DAYS	5400	10.45	\$56,430	14.43	\$77,922	
4 TRAFFIC ATTENDANTS - 7A-5P - 10HRS X 180 EVENT DAYS	7200	10.45	\$75,240	14.43	\$103,896	
2 SUPERVISORS - 7A-5P - 10HRS X 180 EVENT DAYS	3600	12.02	\$43,272	15.62	\$56,232	
TOTAL	16,200		\$174,942		\$238,050	\$63,108
4E LOT - 18TH STREET & PURDY AVENUE						
2 ATTENDANTS - FRIDAY & SATURDAY - 6P-2A - 16HRS X 2 X 52	1664	10.45	\$17,389	14.43	\$24,012	
TOTAL	1,664	10.45	\$17,389	14.43	\$24,012	\$6,623
SPECIAL EVENTS						
VARIOUS LOCATIONS - SEE ATTACHED DETAIL	1040	10.45	\$10,868	14.43	\$15,007	
TOTAL	1,040	10.45	\$10,868	14.43	\$15,007	\$4,139
GRAND TOTAL	115,026		\$1,248,167		\$1,694,802	\$446,635



